

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 73
2. Contract No.		3. Solicitation No. W52P1J-06-R-0139		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2006AUG14	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ ASC ACQUISITION CENTER ATTN AMSAS-AC ROCK ISLAND, IL 61299-6500		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** AMSAS-AC BLDG 350 ACQUISITION CTR **until** 03:45pm **(hour) local time** 2006SEP19 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name CARRIE BARR E-mail address: CARRIE.BARR@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-7636
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) Code		25. Payment Will Be Made By Code	
SCD PAS ADP PT		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	
26. Name of Contracting Officer (Type or Print)		28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

NSN(s): 1310-01-342-6874, 1315-01-050-8883, 1315-01-290-4748

Item(s): M702 Ignition Cartridge, M299 Ignition Cartridge, M752A1 Ignition Cartridge

This solicitation is issued as a Request for Proposal (RFP) for the procurement of all three M702 Ignition Cartridge, M299 Ignition Cartridge, and M752A1 Ignition Cartridge, under the following terms and conditions:

1. The U.S. Army and U.S. Marine Corps have requirements for 326,369 each M702 Ignition Cartridges, 229,387 each M299 Ignition Cartridges and 11,440 M752A1 Ignition Cartridges, including an option range per year for four years (FY07-FY10) thereafter. The option ranges per item are broken down in Section I, Clause IF6080.
2. A First Article Test is required and should be delivered to the Government by the first delivery date set forth in Section B of this solicitation. The Government requires 45 days for review/approval after receipt; therefore, contractors should plan for submittal of First Article Test Report in time to meet the required delivery schedule.
3. This procurement is restricted to producers in the National Technology Industrial Base (NTIB). This requirement will be acquired via Restricted Specified Base (US & Canada).
4. Either one or two competitive, best value, firm fixed price, multiple year contracts are contemplated for award. If two contracts are awarded, one contract will be awarded for the 60mm requirements (M702 Ignition Cartridge) and the second contract will be for the 81mm requirements (M299 & M752A1 Ignition Cartridges).
5. Deliveries will be F.O.B Origin.
6. A pre-award survey may be conducted.
7. ATTENTION TO ALL OFFERORS: All energetic materials used in components or end items produced under this contract shall have been manufactured within five years of the date of contract award. The Government will entertain requests to use energetic materials more than five years old; however, such requests shall be submitted to the Contracting Agency on a Request for Deviation in accordance with provisions of the contract.

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/cclauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2	52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

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(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

A-3	52.252-4500	FULL TEXT CLAUSES	APR/2006
	LOCAL		

(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	M702 60MM IGNITION CARTRIDGES NSN: 1310-01-342-6874 NOUN: M702 IGNITION CARTRIDGE FSCM: 19200 PART NR: 12944411 SECURITY CLASS: Unclassified	326369	EA	\$ _____	\$ _____
0001AA	M702 FIRST ARTICLE TEST NOUN: M702 IGNITION CARTRIDGE <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45 <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0150 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E				
0001AB	FY06 PRODUCTION QUANTITY WITH FAT NOUN: M702 IGNITION CARTRIDGE PRON: T16E0T20HH PRON AMD: 02 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61043 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<div> <div> <div>REL CD</div> <div>MILSTRIP</div> <div>ADDR</div> <div>SIG CD</div> <div>MARK FOR</div> <div>TP CD</div> </div> <div> <div>002</div> <div>M6785460745010</div> <div>Y00000</div> <div>M</div> <div></div> <div>3</div> </div> </div> <div> <div>DEL REL CD</div> <div>QUANTITY</div> <div>DAYS AFTER AWARD</div> </div> <div> <div>001</div> <div>21,000</div> <div>0240</div> </div> <div> <div>002</div> <div>21,000</div> <div>0270</div> </div> <div> <div>003</div> <div>21,000</div> <div>0300</div> </div> <div> <div>004</div> <div>21,000</div> <div>0330</div> </div> <div> <div>005</div> <div>4,400</div> <div>0360</div> </div> <div> <div>FOB POINT: Origin</div> </div> <div> <div>SHIP TO: FREIGHT ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP TO) WILL BE FURNISHED PRIOR</div> <div>TO SCHEDULED DELIVERY DATE FOR ITEM</div> <div>PRODUCTION DELIVERY SCHEDULE,</div> <div>REQUIRED UNDER THIS REQUISITION.</div> </div>				
	<div> <div>FY06 PRODUCTION QUANTITY WITH FAT</div> </div> <div> <div>NOUN: M702 IGNITION CARTRIDGE</div> <div>PRON: HH6AE3081A PRON AMD: 01</div> <div>AMS CD: 41330050008</div> </div> <div> <div>Packaging and Marking</div> </div> <div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> </div> <div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div> <div>REL CD</div> <div>MILSTRIP</div> <div>ADDR</div> <div>SIG CD</div> <div>MARK FOR</div> <div>TP CD</div> </div> <div> <div>001</div> <div>W15BW962113354</div> <div>Y00000</div> <div>M</div> <div></div> <div>3</div> </div> </div> <div> <div>DEL REL CD</div> <div>QUANTITY</div> <div>DAYS AFTER AWARD</div> </div> <div> <div>001</div> <div>16,600</div> <div>0360</div> </div> <div> <div>002</div> <div>21,000</div> <div>0390</div> </div> <div> <div>003</div> <div>21,000</div> <div>0420</div> </div> <div> <div>004</div> <div>3,800</div> <div>0450</div> </div> <div> <div>FOB POINT: Origin</div> </div> <div> <div>SHIP TO: FREIGHT ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP TO) WILL BE FURNISHED PRIOR</div> <div>TO SCHEDULED DELIVERY DATE FOR ITEM</div> <div>PRODUCTION DELIVERY SCHEDULE,</div> <div>REQUIRED UNDER THIS REQUISITION.</div> </div>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	FY06 PRODUCTION QUANTITY WITH FAT NOUN: M702 IGNITION CARTRIDGE PRON: HH6AI3081A PRON AMD: 01 AMS CD: 41330050008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W15BW962113355 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 17,200 0450 002 21,000 0480 003 11,720 0510 FOB POINT: Origin SHIP TO: FREIGHT ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				
0001AE	FY06 PRODUCTION QUANTITY WITH FAT NOUN: M702 IGNITION CARTRIDGE PRON: WH6021271A PRON AMD: 01 AMS CD: 41330050008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W15BW962123356 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 416 0510				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.</p> <p><u>FY06 PRODUCTION QUANTITY WITH FAT</u></p> <p>NOUN: M702 IGNITION CARTRIDGE PRON: HH64M0881A PRON AMD: 01 AMS CD: 41330050008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W15BW962203354 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 9,314 0510 002 5,246 0540</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.</p>				
0001AG	<p><u>FY06 PRODUCTION QUANTITY</u></p> <p>NOUN: M702 IGNITION CARTRIDGE PRON: T16E0E68HH PRON AMD: 01 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61150</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 M6785462235010 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 9,280 0510 002 21,000 0540 003 21,000 0570 004 21,000 0600 005 21,000 0630 006 17,393 0660 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				
0002	<u>M299 81MM IGNITION CARTRIDGES</u> NSN: 1315-01-050-8883 NOUN: M299 IGNITION CARTRIDGE FSCM: 19203 PART NR: 9293422 SECURITY CLASS: Unclassified	229387	EA	\$ _____	\$ _____
0002AA	<u>M299 FIRST ARTICLE TEST</u> NOUN: M299 IGNITION CARTRIDGE <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45 <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0150				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E				
	<u>FY06 PRODUCTION QUANTITY WITH FAT</u>				
	NOUN: M299 IGNITION CARTRIDGE PRON: T16D0E24HH PRON AMD: 02 AMS CD: 41333584009 CUSTOMER ORDER NO: M9545006MP61058				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 M6785461325025 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 28,500 0240 002 9,109 0270				
	FOB POINT: Origin				
	SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				
	0002AC	<u>FY06 PRODUCTION QUANTITY WITH FAT</u>			
NOUN: M299 IGNITION CARTRIDGE PRON: HH6204091A PRON AMD: 02 AMS CD: 41333584009					
<u>Packaging and Marking</u>					
<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin					
<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>					

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0002AD	001 W15BW961793351 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 20,891 0270 002 30,000 0300 003 29,189 0330 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				
	<u>FY06 PRODUCTION QUANTITY WITH FAT</u> NOUN: M299 IGNITION CARTRIDGE PRON: HH6234091A PRON AMD: 01 AMS CD: 41333584009 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W15BW961793352 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 811 0330 002 30,000 0360 003 5,589 0390 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				
0002AE	<u>FY06 PRODUCTION QUANTITY WITH FAT</u> NOUN: M299 IGNITION CARTRIDGE PRON: HH6244091A PRON AMD: 01				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	AMS CD: 41333584009				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W15BW961793353 Y00000 M 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 1,500 0240				
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				
	FY06 PRODUCTION QUANTITY WITH FAT				
	NOUN: M299 IGNITION CARTRIDGE PRON: HH65MAF91A PRON AMD: 01 AMS CD: 41333584009				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W15BW962153359 Y00000 M 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 20,800 0390				
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	<p><u>FY06 PRODUCTION QUANTITY WITH FAT</u></p> <p>NOUN: M299 IGNITION CARTRIDGE PRON: HH6926091A PRON AMD: 01 AMS CD: 41333584009</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W15BW962153326 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 3,611 0390 002 13,029 0420</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.</p>				
0002AH	<p><u>FY06 PRODUCTION QUANTITY WITH FAT</u></p> <p>NOUN: M299 IGNITION CARTRIDGE PRON: T16D0E43HH PRON AMD: 01 AMS CD: 41333584009 CUSTOMER ORDER NO: M9545006MP61152</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 M6785462205026 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 16,971 0420 002 19,387 0450</p> <p>FOB POINT: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.</p> <p>M752A1 81MM IGNITION CARTRIDGES</p> <p>NSN: 9999-99-999-9999 NOUN: M752A1 IGNITION CARTRIDGE SECURITY CLASS: Unclassified</p>	11440	EA	\$ _____	\$ _____
0003AA	<p>M752 <u>FIRST ARTICLE TEST</u></p> <p>NOUN: M752A1 IGNITION CARTRIDGE</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0150</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p>				
0003AB	<p><u>FY06 PRODUCTION QUANTITY WITH FAT</u></p> <p>NOUN: M752A1 IGNITION CARTRIDGE PRON: HH66M0791A PRON AMD: 01 AMS CD: 41333584009</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988
(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.			
(b) The following drawing(s) and specifications are applicable to this procurement. The three DTL's that can be found as Attachments 001, 002, and 003 referenced in Section J of this solicitation supersede requirements of the TDPLs for all three items.			
APPLIES TO ALL CLINS: Ballistic testing will be conducted in accordance with the specification except that calibration rounds will not be required. Test vehicles will be stock cartridges, modified stock cartridges, or assembled from components at/by Government Proving Ground.			
APPLIES TO CLIN 0001: Drawings and specifications in accordance with enclosed DTL 9280553 DRAFT and supporting Technical Data Package Listing 12944411:19200 with revisions in effect as of 11 November 2005 (except as follows):			

Delete HCSDS #1

Add:	<u>HCSDS</u>	<u>Rev</u>	<u>Date</u>	<u>Nomenclature</u>	<u>Ref-Doc</u>
	30	E	12/9/77	Nitroglycerin	MIL-N-246
	31	D	6/16/83	Nitrocellulose	MIL-DTL-244
	37	D	1/25/93	Ethyl Centralite	MIL-E-255

1. The following paragraphs specify Performance Oriented Packaging (POP) Test and Heat Treatment of Wood requirements shall be included in this contract:

"Performance Oriented Packaging: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059 to the following:

U.S. Army, Armament Research, Development and Engineering Center (ARDEC)
Attn: AMSRD-AAR-AIL-P
Picatinny Arsenal, NJ 07806-5000

For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if:

(a) the initial POP test report expires before the end of the contract or

(b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

"Wood Packaging Materials - The following applies if heat-treatment of wood is specified in the contract: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides."

Dwg. No. 9280553 Note 3 should read "... .024 - .004 ABOVE FLUSH ..." instead of "... .024 - .004 MAX ABOVE FLUSH ...".

9395613 is replaced by 12977240 on PL 9280553.

APPLIES TO CLIN 0002: Drawings and specifications in accordance with enclosed DTL 9293422 DRAFT and supporting Technical Data

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Package Listing 9293422:19203 with revisions in effect as of 01 January 2006 (except as follows):

Delete HCSDS #1

Add:	HCSDS	Rev	Date	Nomenclature	Ref-Doc
	17	D	11/25/92	Antimony Sulfide	MIL-A-159
	30	E	12/9/77	Nitroglycerin	MIL-N-246
	31	D	6/16/83	Nitrocellulose	MIL-DTL-244
	32	F	12/9/92	Potassium Chlorate	MIL-P-150
	33	F	8/9/91	Explosive, TNT	MIL-DTL-248
	37	D	1/25/93	Ethyl Centralite	MIL-E-255
	38	F	1/25/93	Potassium Nitrate	MIL-P-156
	42	C	1/13/82	Charcoal	JAN-C-178
	43	D	1/26/93	Sulfur	MIL-S-487
	44	C	1/27/93	Lead Thiocyanate	MIL-L-65

1. Distribution Statement A applies to the packaging drawings.

2. The following paragraphs specify Performance Oriented Packaging (POP) Test and Heat Treatment of Wood requirements shall be included in this contract:

"Performance Oriented Packaging: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059 to the following:

Armament Research, Development and Engineering Center
Attn: AMSRD-AAR-AIL-P (Bldg. 455)
Picatinny Arsenal, NJ 07806-5000

For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if:

- (a) the initial POP test report expires before the end of the contract or
- (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

"Wood Packaging Materials - The following applies if heat-treatment of wood is specified in the contract: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides."

Product documents missing distribution statements will be "D"

All QA and Inspection drawings without distribution ADD Distribution Statement "A".

JJJ-A-20 used on 8840536 is not being used in the present configuration.

Used as Reference only MIL-I-45208 used on 8840536 is not required but would like to keep as reference

Document 9233455 1st Vendor address change to:

World Headquarters
187 Danbury Road
Wilton, CT 06897

APPLIES TO CLIN 0003: Drawings and specifications in accordance with enclosed DTL 9294752 DRAFT and supporting Technical Data Package Listing 9294752:19203 with revisions in effect as of 12 October 2005 (except as follows):

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TDP/TDPL 9294752:
DOCUMENT ADD:
R05Q2043 NORS SHEETS 2-12
R05J5076 NORS SHEETS 3 & 5

Add:	HCSDS	Rev	Date	Nomenclature	Ref-Doc
	30	E	12/9/77	Nitroglycerin	MIL-N-246
	31	D	6/16/83	Nitrocellulose	MIL-DTL-244
	37	D	1/25/93	Ethyl Centralite	MIL-E-255

1. The following paragraph specifies Performance Oriented Packaging (POP) Test requirements that shall be included in this contract:

"PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if:

- (a) the initial POP test report expires before the end of the contract or
- (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

2. The following paragraphs specify Item Hazard Classification requirements that shall be included in this contract:

"ITEM HAZARD CLASSIFICATION: All U.S. manufacturers shall make certain that the item is tested in accordance with Part 173, Subpart C, Section 173.58(a) of 49 CFR, Parts 106-180 to assign proper Class and Division for all explosives (Division 1.1, 1.2, 1.3 and 1.4 Explosives). Registration with the Associate Administrator of Hazardous Materials Safety is required in accordance with Part 173, Subpart C, Section 173.56(b)(1) or 173.56(c) of 49 CFR so that proper markings in accordance with Part 172, Subpart D, Section 172.301(a) and 172.320(a) are met. All foreign manufacturers shall make certain that the dangerous goods are tested in accordance with United Nations Committee of Experts on the Transportation of Dangerous Goods (as published in UN Document ST/SG/AC.10.11 latest revision, Recommendations for the Transport of Dangeorus Goods - Tests and Criteria) to determine the proper class and division (Class 1-9 and Division 1.1 - 1.6 for explosives). Registration for air and vessel transport is required with each manufacturing country's National Competent Authority is issued in accordance with Part 2, Paragraph 1.3 of the International Civil Aviation Organization (ICAO) Technical Instructions and approves the hazard classification and compatibility group assignment and assigns the appropriate shipping name to the dangerous goods. The proper packaging, marking and labeling is contained in the United Nations Committee of Experts on the Transport of Dangerous Goods (as published in UN Document ST/SG/AC.10.1, latest revision, recommendations on the Transport of Dangerous Goods). For air transport, the dangerous goods must comply with the provisions of the International Air Transport Associate (IATA) Dangerous Goods Regulations and for vessel transport, the dangerous goods must comply with the provisions of the Intergovernmental Maritime Organization's International Maritime Dangerous Goods Code (IMDG Code). These documents shall be forwarded to the following:

U.S. Army Armament Munitions and Chemical Command (AMCCOM)
Attn: AMSMC-PC, AMSMC-PG, AMSMC-SFS
Rock Island, IL 61299-6000

U.S. Army ARDEC
Attn: AMSRD-AAR-AIL-P and AMSTA-AR-QAW
Picatinny Arsenal, NJ 07806-5000

3. WOOD PACKAGING MATERIALS: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international certification authority recognized by the U.S. Department of Agriculture must accredit an international source of wood. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides."

4. The following paragraph specifies Recycle Content requirements for selected packaging materials:
"The Comprehensive Procurement Guidelines (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed

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and updated information pertaining to the CPG program can be found at <<<http://www.epa.gov/cpg/>>>. Packaging materials must either meet or exceed the CPG unless otherwise specified."

5. Specification NBS-C429 cannot be located and the date 7/30/1942 cannot be verified. Rewrite the section of the note calling out this specification as follows:

"The method of determining the lightness change (lightness-difference estimate) is described in ASTM E1347."

6. The following spec has been cancelled and requires replacement:

DOCUMENT DELETE REPLACE WITH 150-2-1 SH1 DOD-D-1000B MIL-DTL-31000

7. Determine level of distribution code for those missing on documents 9294950 and 9294952. Distribution code shall be as follows unless otherwise specified:

"Distribution Statement A. Approved for Public Release; Distribution is Unlimited."

Distribution Statement required by and IAW MIL-STD-1806 (Marking Technical Data Prepared By or For DoD).

(End of statement of work)

(CS6100)

C-2 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS MAR/2004
LOCAL

Supplies procured under this contract are identified as Sensitive Category IV (CLINs 0001 and 0002) and Sensitive Category VII (CLIN 0003), requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

C-3 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR NOV/2005
LOCAL BALLISTIC TESTING

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeprs.ria.army.mil/aeprspublic.cfm>

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must

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REPLY back to the email providing the following:

- Approval? (YES/NO)
- Supervisor Name
- Supervisor E-Mail
- Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

- Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
- Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
- Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
- Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link: <http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the

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TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

C-4	52.246-4536 LOCAL	STATEMENT OF WORK - 2-D BAR CODING VERIFICATION	JUL/2005
(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.			
(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.			
(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.			
(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.			
(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.			
(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual			

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requirements.

(End of statement of work)

(CS7300)

C-5 52.246-4563 STATEMENT OF WORK - PROPELLANT REASSESSMENT NOV/2005

a. In order to determine the functional serviceability of propellant prior to loading into a component item, the systems contractor/producer is responsible for submitting a sample of the propellant lot(s) with a date of manufacture beyond two years of contract award for testing at:

Headquarters, Army Armament Research, Development and
Engineering Center (ARDEC)
Propellant Laboratory
Attn: AMSTA-AR-WEE-E, Bldg 938
Picatinny Arsenal, NJ 07806-5000

b. The sample or samples shall be submitted not less than 120 days prior to the date that loading is to commence. The following information shall accompany the sample shipment:

- (1) Point of contact information at the systems contractor/producers facility.
- (2) Lot number(s) and NSN of propellant/propelling charge requiring assessment.
- (3) Estimated start date of project requiring reassessment.
- (4) Propellant/Propelling Charge Lot number(s).
- (5) Serial or identification numbers of the propellant containers/drums.

c. Sample selection will be accomplished by or in the presence of a Government Quality Assurance Representative. The sample shall represent the lot(s) undergoing test.

(1) The following table shall be used when determining the number of representative samples that must be selected:

Propellant Type	# Drums per lot	Sample Size
M2, M9 Flake,	1 to 5	1 pound
Spheroidal Ball,	6 to 14	2 pounds*
60, 81 & 120mm Mortar, Artillery	15 to 29	3 pounds*
	30 plus	5 pounds*
Stick	# Boxes per lot	May be cut to appropriate
	1 to 5	length per QAR to accommodate
	6 to 14	shipping container
	15 to 29	
	30 plus	1 pound
		2 pounds*
		3 pounds*
		5 pounds*
Propelling Charges	Standard units of issue	1/2 pound
	to closely approximate	
	1/2 pound of charge	
	weight per lot	

*The number of pounds indicates the different number of drums/containers that shall be sampled.

(2) Randomly select the propellant drums/boxes in accordance with the required sample size, and remove to a propellant holding area approved by the Government for a minimum of 36 hours to permit the contents of the drum/boxes to acclimate to ambient temperature. The individual sample containers/bags, shall be adjacent to the drums/boxes. One at a time, open each drum/box and with a clean, brass conductive scoop or a non-sparking cutting device for stick propellant, and remove the required sample, place in the sample container/bag and immediately seal. After sampling is performed immediately reseal the drum/box the sample was drawn from. Continue until all samples are selected, using one bag or container per drum or box to collect the sample. Mark each individual sample with the propellant lot number, drum/box number from which the sample was removed, and annotate with the ship to address identified in paragraph a.

d. The sample shall be prepared for shipment to ARDEC in accordance with the following:

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(1) Place bulk propellant samples in a clean and dry watervapor proof antistatic bag or container of minimum size to hold the sample and to allow for grounding as required. Seal bag by one of the following methods:

(a) folding the opening over three times to close and apply two single wraps of tape that overlaps itself a minimum of one inch.

(b) gather the opening together and tie with a twist tie.

(2) Propellant shall not be removed from increment bags.

(3) Large grain or stick propellant shall be individually wrapped in plastic or be bagged and taped.

(4) Outer pack for samples shall consist of standard ammunition packs meeting the requirements of Title 49, Code of Federal Regulations or latest Bureau of Explosives (BOE) Tariff 6000.

e. The results of the propellant reassessment pertaining to its suitability for use shall be provided by the PCO within 90 days after submittal to the laboratory at ARDEC.

(End of statement of work)

(CS7700)

C-6	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	LOCAL		

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

APPLIES TO CLIN 0001 (M702 Ignition Cartridge)

- (a) Packaging shall be in accordance with 9287826, Revision H, dated 14 Aug 2003.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 9287826, Revision H, dated 14 Aug 2003. Bar code marking is required in accordance with 8796522, Revision BL, dated 01 May 2003.

APPLIES TO CLIN 0002 (M299 Ignition Cartridge)

- (a) Packaging shall be in accordance with 9287508, Revision F, dated 24 Aug 1993.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 9287508, Revision F, dated 24 Aug 1993. Bar code marking is required in accordance with 8796522, Revision BL, dated 01 May 2003.

APPLIES TO CLIN 0003 (M752A1 Ignition Cartridge)

- (a) Packaging shall be in accordance with 9294949, Revision E, dated 11 Feb 2002.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 9294949, Revision E, dated 11 Feb 2002. 2-D Bar code marking is required in accordance with 8796522, Revision BL, dated 01 May 2003.

THE FOLLOWING APPLIES TO ALL CLINs:

Engineering Exceptions found on Section C apply.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Shall be in accordance with Engineering Exceptions found on Section C. DI-PACK-81059 applies.

*APPLIES TO CLIN 0003 ONLY: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulations. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. Pop marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test. All exterior containers will be marked with the UN POP marking provided by the contractor in accordance with Title 49 Code of Federal Regulations and drawing 8796522, Revision BL, dated 01 May 2003.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided in this contract. Contractors (outside the USA) are responsible to perform UN POP tests on packaging

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requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

Heat treat requirements for all non-manufactured wood used in packaging apply to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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APPLIES TO CLIN 0001 (M702 Ignition Cartridge):

Palletization shall be in accordance with 19-48-4116/28R, dated February 1993 and 19-48-4116, Revision 7, dated September 2001.

HEAT TREAT WOOD QUALITY MARKING: All non-manufactured wood used in the palletized load shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The pallet manufacturer and the manufacturer of wood to build filler assemblies and spacer/support gate assemblies for the palletized load, shall be affiliated with an inspection agency accredited by the American Lumber Standards Committee. The pallet manufacturer and the manufacturer of wood used to build filler assemblies and spacer/support gate assemblies for the palletized load shall ensure traceability to the original source of heat treatment. Each pallet, filler assembly, and spacer/support gate assembly, shall be marked to show the conformance to the International Plant Protection Convention Standard. Pallets, filler assemblies and spacer/support assemblies made of non-manufactured wood shall be heat treated and marked appropriately. The quality mark for the pallet shall be placed on two opposite end posts. The quality mark for the filler assemblies and spacer/support assemblies shall be placed on two opposite sides. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

APPLIES TO CLIN 0002 (M299 Ignition Cartridge):

Palletization shall be in accordance with 19-48-4116/42A, dated April 1993 and 19-48-4116, Revision 9, August 2005. Markings shall be in accordance with ACV00561, Revision D, dated October 2005.

* Disregard Note F and any other reference to use and placement of Strap Cutters. Strap Cutters are no longer used and therefore do not apply to this contract.

APPLIES TO CLIN 0003 (M752A1 Ignition Cartridge):

Palletization shall be in accordance with 19-48-4116/43L, Revision 1 dated September 2002 and 19-48-4116, Revision 9, dated August 2005. Marking shall be in accordance with ACV00561, Revision D, dated 07 October 2005. 2-D bar code marking is required.

APPLIES TO ALL CLINs:

Heat treat requirements for all non-manufactured wood used in the palletized load apply to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	LOCAL		

(a) The first article shall consist of:

APPLIES TO CLIN 0001: Items and quantities DTL 9280553 and in specifications described in TDP 12944411 and associated drawing and documents. SPECIFICATION: Items and quantities in drawing 9280553 and other associated documents and drawings that apply.

APPLIES TO CLIN 0002: Items and quantities in DTL 9293422 and in specifications MIL-C-48155(AR) with Amendment 5, dated 14 September 1995; MIL-C-48156(AR) with Amendment 6, dated 19 September 1996; TDPL: 9293422 and other documents and drawings that apply.

APPLIES TO CLIN 0003: Items and quantities in DTL 9294752 and in specifications described in TDP 9294752, Drawing 9280553, and other associated documents and drawings that apply.

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests

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are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

(d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with two additional information copies furnished to SFSJM-CDA and MCPD.

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.246-4530	SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)	MAY/1994
	LOCAL		

(a) A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance.

This sample shall consist of:

APPLIES TO CLIN 0001: DTL 9280553 and approved USA TECOM test procedure.

APPLIES TO CLIN 0002: DTL 9293422 and approved USA TECOM test procedure.

APPLIES TO CLIN 0003: DTL 9294752 and approved USA TECOM test procedure.

The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

APPLIES TO CLIN 0001:

<u>TEST</u>	<u>REQUIREMENTS</u>	<u>SAMPLE</u>
DTL 9280553	DTL 9280553	DTL 9280553

APPLIES TO CLIN 0002:

<u>TEST</u>	<u>REQUIREMENTS</u>	<u>SAMPLE</u>
DTL 9293422	DTL 9293422	DTL 9293422

APPLIES TO CLIN 0003:

<u>TEST</u>	<u>REQUIREMENTS</u>	<u>SAMPLE</u>
DTL 9294752	DTL 9294752	DTL 9294752

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TEST FACILITY: For all three CLINs: TBD

(b) When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph (a).

LAP FACILITY: For all three CLINs: TBD

(c) The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

(d) Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.

(e) Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

(f) If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.

(g) The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

(h) If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

(i) If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.

(j) If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the Contractor of the responsibility to meet the delivery schedule for production quantities.

(k) In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of clause)

(ES6035)

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contract or a modification, the effective date of this contract or modification.

- (b) The Contractor shall comply with:
- () ISO 9002

(X) ISO 9001-2000; only design/development exclusions permitted

() ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-6

52.245-4545

MIL-STD-1916

OCT/2000

LOCAL

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-7

52.246-4506

STATISTICAL PROCESS CONTROL (SPC)

MAR/2006

Part I General Statistical Process Control Requirements

3.8.6 PROCESS CONTROL

3.8.6.1 Part I General Process Control/Statistical Process Control Requirements

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or non-acceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Center, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Center has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

(c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

(d) A milestone schedule will be submitted for those facilities that do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time\phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall

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include implementation start and complete dates for those SPC subjects addressed in Part II of this clause. The milestone schedule shall only include those actions that cannot be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or non-acceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

(e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

(f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. All control charts traceable to the product, shall be maintained for a minimum of three years after the final lot on this contract is shipped. The control charts shall be provided to the Government for review at any time upon request.

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exists:

(1) The existing process currently utilizes a fully automated, cost effective and sufficiently reliable method of 100% acceptance inspection or testing for an attribute_type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

(i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions is met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(l) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as

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stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

3.8.6.2 Part II Detailed requirements pertaining to plan submittal

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

3.8.6.2.1 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

3.8.6.2.1.1 Policy/Scope:

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

3.8.6.2.1.2 Applicable Document:

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

3.8.6.2.1.3 SPC Management Structure:

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

3.8.6.2.1.4 SPC Training:

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

3.8.6.2.1.5 Manufacturing Controls:

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

3.8.6.2.1.6 Determination of SPC Use:

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

3.8.6.2.1.7 Process Stability and Capability:

(a) Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk=1.33).

(b) Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

(c) Include analysis of statistical distributions and define all formulas and symbology utilized.

3.8.6.2.1.8 Control Chart Policy:

(a) Type of charts to be used (i.e., x bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

(b) Procedures for establishing and updating control limits, including frequency of adjustments.

(c) Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

(d) Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing

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methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

3.8.6.2.1.9 Vendor/Subcontractor Purchase Controls:

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

3.8.6.2.1.10 SPC Audit System:

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

3.8.6.2.1.11 SPC Records:

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

3.8.6.2.1.12 Detailed Plan:

This section shall detail specific manufacturing process/operation parameters under control.

3.8.6.2.1.13 Control of Process/Operation Parameters or Characteristics:

- (a) Identify the following for each process/operation by name or characteristic under control:
- (1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical and/or major.
 - (2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.
 - (3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.
 - (4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

3.8.6.2.1.14 Reduction or Elimination of Inspection/Test:

The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

Clarification of Process Control requirements:

The following clarification is provided regarding the requirement for Process Controls/ Statistical Process Controls (SPC). The SPC requirements apply whether the product is produced at the prime contractor facility or subcontractor/vendor facility. All critical and major characteristics in the technical specifications must be reviewed for process controls / SPC. The default process control method is monitoring using X Bar and R charts. Other means of process controls / SPC may be acceptable to the Government; however, the Government makes no commitment to accept any methods of process controls / SPC other than X Bar and R charts.

The contractor is encouraged to perform Process Controls/ Statistical Process Controls on additional characteristics based on his manufacturing/production/assembly processes. MIL-HDBK-1916 can be used as a reference when evaluating and selecting characteristics for Process Controls/SPC. The contractor should perform PARETO analysis or similar analytical techniques (Flow Diagrams, Process Maps, Process Failure Mode and Effects Analysis (FMEA), etc.) on previous production or future production processes to identify potential characteristics for process control/SPC.

The contractor should consider the below SPC requirements as well as any additional SPC when establishing his bid for this solicitation. At a minimum the following characteristics shall be subjected to the application of SPC techniques as identified:

Parts & Load, Assembly and Packaging (LAP) for Ignition Cartridges (M702)
Major Characteristics for SPC Control Charting AR-PD-131/DTL 9280553

Paragraph	Characteristic	Examination or Test	Type of Charting
4.4.2.2	M101	Weight of the pellet	X Bar R
4.4.2.2	M102	Moisture content	X Bar R
4.4.2.6	M103	Propellant weight (after loading)	X Bar R
4.4.2.7	M102	Length (from cap to seat of head)	X Bar R
4.4.2.7	M103	Propellant weight	X Bar R
4.4.2.8	M102	Thickness	X Bar R

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4.4.2.9	M101	OD	X Bar R
4.4.2.9	M106	Protective finish	Note 1
4.4.2.10	M106	Length of small OD	X Bar R
4.4.2.10	M110	Protective finish	Note 1
4.4.2.10	M113	Depth of pellet cavity	X Bar R
4.4.2.11	M106	Overall Length	X Bar R
4.4.2.11	M110	OD	X Bar R
4.4.2.11	M112	Protective finish	Note 1
4.4.2.12	M101	Length of tip	X Bar R
4.4.2.12	M102	Total length of including tip	X Bar R
4.4.2.12	M106	OD	X Bar R
4.4.2.13	M103	Diameter of primer cavity	X Bar R
4.4.2.13	M104	Depth of primer cavity	X Bar R
4.4.2.13	M108	Protective finish	Note 1
4.4.2.13	M109	OD	X Bar R
4.4.2.14	M101	Height	X Bar R

Parts & Load, Assembly and Packaging (LAP) for Ignition Cartridges (M752A1)
Major Characteristics for SPC Control Charting DTL 9294752

Paragraph	Characteristic	Examination or Test	Type of Charting
4.4.2.1	M101	Weight of pellet	X Bar R
4.4.2.1	M102	Moisture content	X Bar R
4.4.2.2	M102	Cross-sectional diameter	X Bar R
4.4.2.3	M101	Length of tip	X Bar R
4.4.2.3	M102	Total length of including tip	X Bar R
4.4.2.3	M107	Protective finish	Note 1
4.4.2.3	M112	Diameter of o-ring	X Bar R
4.4.2.4	M106	Overall Length	X Bar R
4.4.2.4	M109	OD	X Bar R
4.4.2.4	M116	Protective finish	Note 1
4.4.2.4	M117 *	Small internal diameter	X Bar R
4.4.2.5	M101	Thickness	X Bar R
4.4.2.6	M103	Diameter of primer cavity	X Bar R
4.4.2.6	M104	Depth of primer cavity	X Bar R
4.4.2.6	M111	Length, overall	X Bar R
4.4.2.6	M124	Protective finish	Note 1
4.4.2.7	M101	OD	X Bar R
4.4.2.7	M108	Protective finish	Note 1
4.4.2.8	M106	Length of small OD	X Bar R
4.4.2.8	M109	Protective finish	Note 1
4.4.2.10	M103*	Length shrink tube fold in	X Bar R
4.4.2.11	M105	Staking Process (record load)	X Bar R
4.4.2.13	M101	Propellant weight (after loading)	X Bar R
4.4.2.14	M105	Propellant weight	X Bar R
4.4.2.15*	M101	Height	X Bar R

Parts & Load, Assembly and Packaging (LAP) for Ignition Cartridges (M299)
Major Characteristics for SPC Control Charting DTL 9293422

Paragraph	Characteristic	Examination or Test	Type of Charting
4.4.2.1	M101	Weight of pellet	X Bar R
4.4.2.1	M102	Moisture content	X Bar R
4.4.2.2	M101	Length of tip	X Bar R
4.4.2.2	M102	Total length of including tip	X Bar R
4.4.2.2	M107	Protective finish	Note 1
4.4.2.3	M106	Overall Length	X Bar R
4.4.2.3	M109	OD	X Bar R
4.4.2.3	M116	Protective finish	Note 1
4.4.2.3	M117 *	Small internal diameter	X Bar R

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4.4.2.4	M101	Thickness	X Bar R
4.4.2.5	M103	Diameter of primer cavity	X Bar R
4.4.2.5	M104	Depth of primer cavity	X Bar R
4.4.2.5	M111	Length, overall	X Bar R
4.4.2.5	M124	Protective finish	Note 1
4.4.2.6	M101	OD	X Bar R
4.4.2.6	M108	Protective finish	Note 1
4.4.2.7	M106	Length of small OD	X Bar R
4.4.2.7	M109	Protective finish	Note 1
4.4.2.9	M103	Length shrink tube fold-in	X Bar R
4.4.2.12	CI-2	Propellant weight (after loading)	X Bar R
4.4.2.13	M105	Propellant weight	X Bar R
4.4.2.14	M101	Height	X Bar R

Note 1: Contractor to provide a description of the process control procedures, including how immersion times are monitored and controlled for each bath, how often purity of chemical baths are monitored, etc.

Note 2: Written justifications per paragraph Part I (e) of the SPC general requirements apply only for the above characteristics. The Government reserves the right to require SPC regardless of the justifications provided. Justifications must concentrate on the production process. Justifications that address the inspection process will not be accepted (e.g., the method of inspection, the use of go/no-go gages for inspection, acceptance requirements that address only a minimum or maximum dimension, etc.) Acceptance of justifications may be contingent upon a decrease in unit cost. In lieu of the three year maintenance period specified in Part I (f), the Contractor shall maintain the collection of charts traceable to the product for the period the contract is still open.

(End of clause)

(ES7034)

E-8 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
 LOCAL

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-9 52.246.4531 ACCEPTANCE INSPECTION EQUIPMENT MAY/1994

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LOCAL

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-10	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-11	52.246-4552	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

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- (b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.
- (c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.
- (d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.
- (e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.
- Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.
- The following (as a minimum) are classified as Level I critical nonconformances:
- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
 - (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
 - (3) A nonconformance that will result in violation of mandatory safety policies or standards.
- Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:
- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
 - (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
 - (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
 - (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
 - (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
 - (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.

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(6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.

(g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:

- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.

(h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

(i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____(wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-9	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,

Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____x_____x_____ Cubic Ft;
(length) (width) (height)

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- (iv) Number of items per container: _____ Each;
- (v) Gross Weight of container and contents _____ Lbs;
- (vi) Palletized/skidded _____ Yes _____ No,
- (vii) Number of containers per pallet/skid _____ ;
- (viii) Weight of empty pallet bottom/skid and sides _____ Lbs;
- (ix) Size of pallet/skid and contents _____ Lbs Cube ; _____
- (x) Number of containers or pallets/skids per railcar _____ *
- Size of railcar _____
- Type of railcar _____
- (xi) Number of containers or pallets/skids per trailer _____ *
- Size of trailer _____ Ft
- Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____ ;
- (ii) Tender/Tariff _____ ;
- (iii) Item _____ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-10	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

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F-11 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-12 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

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Name of Offeror or Contractor:		

(FS7007)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of clause)

(HA8704)

H-4	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to the following address:

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Name of Offeror or Contractor:		

U.S. Army Sustainment Command (ASC)
ATTN: AMSAS-ACA-R, Carrie Barr
1 Rock Island Arsenal
Rock Island, IL 61299-6500

(End of clause)

(HF6011)

H-5 LOCAL	52.242-4506	PROGRESS PAYMENT LIMITATION - INCURRED COSTS	MAR/1988
Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.			
(End of clause)			

(HS6002)

H-6 LOCAL	52.242-4560	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS OF DELAYS IN DELIVERY	JUN/1996
(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.			
(b) The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:			

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document	1
Administration Office (ACO)	See Award document	3
Production Manager	Ms. Sally Kent Bldg. 350, AMSJM-CDA 1 Rock Island Arsenal Rock Island, IL 61299-6500	1
	Mr. Keith Luhmann keith.luhmann@us.army.mil (End of clause)	1

(HS6028)

H-7 LOCAL	52.246-4557	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.			

Send copies to:

- Purchasing Office

Ms. Carrie Barr
Bldg. 350, AMSAS-ACA-R

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Name of Offeror or Contractor:

1 Rock Island Arsenal
Rock Island, IL 61299-6500

Email: carrie.barr@us.army.mil

2. Production Management

Ms. Sally Kent
Bldg. 350, AMSJM-CDA
1 Rock Island Arsenal
Rock Island, IL 61299-6500

Email: sally.kent1@us.army.mil

Electronic copies only to the following:

Email(s): dean.meyer@us.army.mil

3. Send additional electronic copies to keith.luhmann@us.army.mil and elbert.caravaca@us.army.mil in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-8 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-9 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Name of Offeror or Contractor:

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II	OCT/2001
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-20	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-21	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-22	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-35	52.232-1	PAYMENTS	APR/1984
I-36	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-37	52.232-11	EXTRAS	APR/1984
I-38	52.232-16	PROGRESS PAYMENTS	APR/2003
I-39	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	OCT/2003
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-44	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-47	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-50	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-51	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-52	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-53	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-54	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-55	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-56	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-58	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-59	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-60	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-61	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-62	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-63	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-64	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-65	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-66	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-67	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-68	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-69	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-70	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-71	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-72	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-73	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-74	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-75	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-76	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-77	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-78	52.248-1	VALUE ENGINEERING	FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract N/A, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

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(IF8400)

- I-79 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1989
- (a) This solicitation includes an evaluated option (See Section M).
- (b) The Government reserves the right to increase the quantity of CLIN 0001, 0002, and 0003 by a quantity of up to and including but not exceeding the quantity ranges indicated below (g) as an evaluated option at the price(s) quoted below.
- (c) If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for CLINs 0001, 0002, and 0003 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- (d) The Contracting Officer may exercise the evaluated option at any time preceding (see expiration dates below) by giving written notice to the Contractor.
- (e) Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- (f) Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- (g) Offered Unit Prices for the Option Quantities are:

Evaluated Option
(F.O.B. Origin)

The most probable quantity range is marked by *(MPQ).

Option I - FY07:

CLIN 0001: M702 Ignition Cartridge <u>Quantity Range</u> <u>Unit Price</u>	CLIN 0002: M299 Ignition Cartridge <u>Quantity Range</u> <u>Unit Price</u>	CLIN 0003: M752A1 Ignition Cartridge <u>Quantity Range</u> <u>Unit Price</u>
FAT (Total Price)\$_____	FAT (Total Price)\$_____	FAT (Total Price) \$_____
1 - 30,000 \$_____*(MPQ)	1 - 30,000 \$_____	1 - 30,000 \$_____*(MPQ)
30,001 - 100,000 \$_____	30,001 - 125,000 \$_____	30,001 - 115,000 \$_____
100,001 - 200,000 \$_____	125,001 - 250,000 \$_____*(MPQ)	115,001 - 200,000 \$_____
200,001 - 300,000 \$_____	250,001 - 400,000 \$_____	
Expiration Date: 30 Sep 2007		

Option II - FY08

CLIN 0001: M702 Ignition Cartridge <u>Quantity Range</u> <u>Unit Price</u>	CLIN 0002: M299 Ignition Cartridge <u>Quantity Range</u> <u>Unit Price</u>	CLIN 0003: M752A1 Ignition Cartridge <u>Quantity Range</u> <u>Unit Price</u>
FAT (Total Price)\$_____	FAT (Total Price)\$_____	FAT (Total Price) \$_____
1 - 30,000 \$_____	1 - 30,000 \$_____	1 - 30,000 \$_____
30,001 - 100,000 \$_____*(MPQ)	30,001 - 125,000 \$_____	30,001 - 60,000 \$_____*(MPQ)
100,001 - 200,000 \$_____	125,001 - 250,000 \$_____	
200,001 - 300,000 \$_____	250,001 - 400,000 \$_____*(MPQ)	
Expiration Date: 30 Sep 2008		

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Option III - FY 09

CLIN 0001: M702 Ignition Cartridge	CLIN 0002: M299 Ignition Cartridge	CLIN 0003: M752A1 Ignition Cartridge
<u>Quantity Range</u> <u>Unit Price</u>	<u>Quantity Range</u> <u>Unit Price</u>	<u>Quantity Range</u> <u>Unit Price</u>
FAT (Total Price)\$_____	FAT (Total Price)\$_____	FAT (Total Price) \$_____
1 - 30,000 \$_____	1 - 30,000 \$_____	1 - 30,000 \$_____
30,001 - 100,000 \$_____*(MPQ)	30,001 - 125,000 \$_____	30,001 - 60,000 \$_____*(MPQ)
100,001 - 200,000 \$_____	125,001 - 250,000 \$_____	
200,001 - 300,000 \$_____	250,001 - 400,000 \$_____*(MPQ)	

Expiration Date: 30 Sep 2009

Option IV - FY10

CLIN 0001: M702 Ignition Cartridge	CLIN 0002: M299 Ignition Cartridge	CLIN 0003: M752A1 Ignition Cartridge
<u>Quantity Range</u> <u>Unit Price</u>	<u>Quantity Range</u> <u>Unit Price</u>	<u>Quantity Range</u> <u>Unit Price</u>
FAT (Total Price)\$_____	FAT (Total Price)\$_____	FAT (Total Price)\$_____
1 - 30,000 \$_____	1 - 30,000 \$_____	1 - 30,000 \$_____
30,001 - 100,000 \$_____*(MPQ)	30,001 - 125,000 \$_____	30,001 - 75,000 \$_____
100,001 - 200,000 \$_____	125,001 - 250,000 \$_____	75,001 - 125,000 \$_____*(MPQ)
200,001 - 300,000 \$_____	250,001 - 400,000 \$_____*(MPQ)	

Expiration Date: 30 Sep 2010

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of clause)

(IF6080)

I-80 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL	IDENTIFICATION NO.
(If none, insert "None")	

(End of clause)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0139 MOD/AMD</p>	<p style="text-align: center;">Page 49 of 73</p>
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Name of Offeror or Contractor:

(IF6350)

I-81
52.243-7
NOTIFICATION OF CHANGES
APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-82	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	JUN/2003

(b) Contractor's obligations.			

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1,095 days after acceptance.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of defects.

(End of clause)

(IF6070)

I-83	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
DFARS			
(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.			
(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:			
NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY	
N/A	N/A	N/A	
(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.			
(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.			
(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.			

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(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-84 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF7018)

I-85 52.209-3 FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 1989) - ALTERNATE I JAN/1997

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(IF7019)

I-86 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS FEB/2006

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

I-87 52.245-9 USE AND CHARGES AUG/2005

(a) Definitions. As used in this clause:

Acquisition cost means the acquisition cost recorded in the Contractors property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101. Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which Government property is made available for nongovernmental purposes. Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractors right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractors best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

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(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the Renegotiation Board Interest Rate (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Governments acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractors unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractors expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

I-88 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-89 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

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(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-90	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

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(IA7035)

I-91 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-92 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005
a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-93 52.246-4551 SUPPLEMENTAL WARRANTY INFORMATION JAN/2006

(a) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(b) For purpose of identifying the warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity)."

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) as applicable) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later."

(End of clause)

(IS7070)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	09-JUN-2006	007	
Attachment 001	CLIN 0001 - DTL 9280553 DRAFT	16-JUN-2006	043	
Attachment 002	CLIN 0002 - DTL 9293422 DRAFT	16-JUN-2006	044	
Attachment 003	CLIN 0003 - DTL 9294752 DRAFT	16-JUN-2006	045	
Attachment 004	DOCUMENT SUMMARY LIST		003	
Attachment 005	LIST OF ADDRESSES		001	
Attachment 006	ADDRESS CODE DISTRIBUTION		001	
Attachment 007	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 008	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 009	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 010	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 011	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 012	IOC FORM 715-3 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM	01-FEB-1996	002	
Attachment 013	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 014	IOC FORM 715-4 LISTING OF GOVERNMENT OWNED PROPERTY USED	01-APR-1996	002	
Attachment 015	AFSC FORM 715-7 HAZARDOUS MATERIAL WARNING	01-OCT-2003	001	
Attachment 016	PAST PERFORMANCE CUSTOMER SURVEY		002	
Attachment 017	CLIN 0001 - ECP R06Q2030	04-AUG-2006	004	
Attachment 018	CLIN 0003 - ECP R06Q2031	04-AUG-2006	004	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (c) applies.

[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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(End of provision)

K-4 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-3	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-5	52.233-2	SERVICE OF PROTEST	AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Norman Brown, Contracting Officer
Bldg. 350, AMSAS-ACA-R
1 Rock Island Arsenal
Rock Island, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-6	52.211-4510 AMC	PARTNERING	AUG/2001
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(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be

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executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Mr. Norman Brown, AMSAS-ACA-R, Procuring Contracting Officer.

(End of provision)

(LM6100)

L-7 AMC AMC-LEVEL PROTEST PROGRAM MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd. Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-8 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

SECTION L - Information to be Submitted

Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in this solicitation. The offerors must provide information in sufficient detail to allow the USG to make a Best Value assessment of the offerors Technical/Management, Past Performance, Price and Small Business Utilization.

(a) The proposal shall be submitted in five volumes as set forth in the table below. Information provided shall be specific to each factor.

<u>Volume</u>	<u>Title</u>	<u>Maximum Pages</u>
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I	Technical Factors 50* Factor A - Quality System Factor B - Manufacturing Approach/Process, Equipment/Facilities, and Contingency Planning
II	Management Factors 25 Factor A - Program Management Plan Factor B - Material Management
III	Price (Section B of the RFP Completed)Unlimited
IV	Past Performance Unlimited
V	Small Business Utilization 10 (not including SF 294s)

*Not including the Quality Manual

- (b) Length. Each document shall be as brief as possible, consistent with complete submission and shall not exceed the maximum of pages listed above. Proposals exceeding the maximum pages listed above will not be evaluated. Pages should not exceed 8-1/2 inches in width by 11 inches in length; however, foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall not be less than 10 pitch.
- (c) Deviation from Requested Format. The offeror shall provide an explanation in a clearly relatable format, such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is submitted. Proposals failing to provide an explanation of deviation from requested format will not be evaluated.
- (d) The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offeror shall provide a proposal that, at a minimum, addresses those evaluation factors required in Section M. Each proposal shall address the requirements of the general Statement of Work, Section C.

Specific Instructions by Volume

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the Technical, Management, Price, Past Performance, and Small Businesses Utilization.

As the intent is to award without discussions, the offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The index of the proposal shall contain the appropriate volumes/titles/numbers at the beginning of the discussion text. The narrative discussions shall be related to the appropriate number at the beginning of the discussion text. All information specific to each factor will be confined to that part. The offeror must demonstrate knowledge and capability in the factors listed below.

Specific Instructions by Factor/Subfactor

The offerors proposal will be submitted in separate volumes based on the factors/subfactors given as set forth below, and all information specific to each factor will be confined to each subfactor.

FACTOR I - TECHNICAL FACTORS

- Subfactor A Quality System
- Subfactor B Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning

The objective of the Technical Factor is to determine if the offerors technical capabilities are sufficient to meet the quality requirements of this solicitation.

Subfactor A - Quality System

The offeror shall completely describe its quality system and associated certification(s)/compliances, and discuss specifically how it will be applied to perform the requirements contained in this solicitation. The offerors entire Quality Manual must be submitted (open source format, e.g. Adobe) for verification of compliance with ISO registration (or alternate quality program) requirements. A statement of compliance to a higher-level quality system such as ISO 9001-2000 alone is not a sufficient response to this subfactor,

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but must be supplemented with specific details of applicability to this solicitation.

The offeror shall provide an Acceptance Inspection Equipment (AIE) Program Plan including expected cycle times and downtime for major inspection equipment, equipment designs, and test/ inspection procedures. Provide history of use and government approval status if applicable. The offerors calibration and maintenance schedules for all inspection equipment shall also be addressed.

The offeror shall provide a complete description of plans and concepts for process control including type of inspection, process controls and cycle times to be utilized in the performance of this contract.

The offeror shall identify critical inspection controls/processes to be utilized in the performance of this contract. The offeror shall identify process for handling non-conforming materials in the performance of this contract (e.g. line stoppage, defective product segregation, root cause failure analysis, corrective action, verification and start-up, internal controls).

Subfactor B - Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning

The offeror shall provide detailed information concerning the specific manufacturing approach, steps and processes to be utilized by the offeror in the performance of the entire proposed contract. Include history of use and major steps.

The offeror shall provide detailed information concerning the specific equipment and facilities to be utilized by the offeror in the performance of this contract. Include production history and production rate capability of the facilities and equipment. The offeror shall provide a manufacturing contingency plan to be implemented in the event of a test failure or discovery of a critical defect throughout the product lifecycle.

FACTOR II - MANAGEMENT FACTORS

Subfactor A Program Management Plan

Subfactor B Program Integrated Product team (IPT) Structure

The objective of the management factor evaluation is to determine if the offerors management approach provides clear evidence that he can meet or exceed the requirements of this contract within the schedule.

Sub Factor A - Program Management

The Offeror shall provide an Integrated Master Plan (IMP) and Integrated Master Schedule (IMS) that describe the overall management approach for producing and delivering mortar ignition cartridges to meet all performance requirements. The IMP should provide details for planning, establishing and implementing all processes the offeror intends to use to execute the program and control cost/schedule risk. The IMP should define and describe the integration of all the diverse tasks and milestones that must be successfully completed along with the requisite resources, including the offerors plans for acquiring and managing energetic subcomponents. The IMP should include an IPT staffing plan outlining key factors of responsibility and addressing the interrelationship between these factors.

The IMP must be used to prepare the IMS. The IMS should illustrate the integration of milestones and tasks, including time sequences and durations, required for production and delivery of the 60mm/81mm ignition cartridges. Each item in the IMS shall be addressed in the offerors proposal. The IMS must clearly define the programs critical path

Subfactor B - Program Integrated Product Team (IPT) Structure

The offeror shall describe the approach that will be used to configure the Integrated Product Team Structure; including roles and responsibilities of key program contributors. The IPT structure must clearly describe plans for technical communication between component suppliers and Government technical support (e.g.. ARDEC, JMC, PMCAS, etc.)

FACTOR III - PRICE/COST

Offerors shall submit prices in accordance with the requirements in Section B of the solicitation. Offerors will also submit prices in accordance with the evaluated option provision in Section I of the solicitation. All prices will be quoted in American dollars.

FACTOR IV - PAST PERFORMANCE

For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 3 years prior to the solicitation closing date up until date of award, or 2) awarded more than three years prior to closing date, but for which deliveries occurred or were scheduled to occur within the three year period prior to the closing of this solicitation. The offeror may submit all contracts; government, commercial, and FMS that meet the criteria of the definition for "Recent". Relevant is defined as

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contracts demonstrating technical/management capabilities the same as or similar to those required to perform this RFP. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

- Name of Contracting Activity
- Contract Number
- Contract Type (fixed price, cost reimbursable, etc.)
- Total Contract Value
- Description of work or NSN, Part Number and how it is relevant
- Contracting Officer/Contract Manager, current telephone number and current email address
- Administrative Contracting Officer, current telephone number and current email address
- A brief summary of each contract cited, addressing on time deliveries and quality sub-factors

A past performance customer survey for each contract listed completed by the applicable contracting officer. Survey should be emailed/mailed to the contracting office directly from the person(s) provided the survey. Email address to send surveys is carrie.barr@us.army.mil. Mailing address is in Block 7 of the SF33. Survey is attached to this solicitation. All past performance information shall be received by contracting officer no later than 10 days prior to closing of the solicitation.

- Subfactor A Quality
- Subfactor B On-time Delivery

The objective of the Past Performance factor is to determine if the offerers Past Performance provides evidence of successful delivery of similar products and actions taken to resolve any past quality/logistics issues.

Subfactor A - Quality

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), unsuccessful First Article Tests, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Product Quality Deficiency Reports (PQDRs) and/or other product quality or related problems.

Subfactor B - On-time Delivery

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. Where deliveries were made not in accordance with the original contract delivery schedule the offeror shall explain the cause of the deviation (slippage) as well as present the original and revised schedules.

FACTOR V - SMALL BUSINESS UTILIZATION

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT or SERVICE	COMPANY NAME
	\$		
	\$		
TOTAL SB \$	\$		
LARGE BUSINESS	EST. \$ VALUE	PRODUCT or SERVICE	COMPANY NAME
	\$		
	\$		
EST. TOTAL CONTRACT	\$		
EST. TOTAL SUBCONTRACTING	\$		

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

- (i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.
- (ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.
- (iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.
- (iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	52.247-49	DESTINATION UNKNOWN	APR/1984

DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: Crane, IN

(End of provision)

(MF6007)

M-4	52.217-4500 LOCAL	POSSIBLE COMBINATION OF AWARDS	MAR/1988
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This solicitation and the range of quantities and delivery rates proposed are for the purpose of allowing the Government to select a single award, or combination of multiple awards, which will satisfy the current production requirements and at the same time retain one or more suppliers in an active state with capability to accelerate production to a higher production rate at some future date, if required. The Government expects that one or more offerors participating in this competitive procurement action will be unsuccessful and may not receive any award as a result of this solicitation. It is possible that not more than two award(s) will result from this solicitation and the quantities and delivery schedules awarded may vary between those offerors who are selected for award with some receiving larger quantities, than others, based on the alternate quantities, alternate delivery schedules, and prices submitted in response to the solicitation.

Refer to 'Section M Evaluation of Offers' to review the evaluation factors to be considered when determining the number of awards to be made.

(End of provision)

(MS6008)

M-5	52.247-4588 LOCAL	TRANSPORTATION EVALUATION	JAN/1995
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(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at thee date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

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NMFC: 064300 UFC: 05980

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Crane, IN

(d) Evaluation will include the quantities and sources of government furnished material listed below.

N/A

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)

M-6	52.245-4519	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND	AUG/2005
	LOCAL	RESEARCH PROPERTY	

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical, eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

[] Offer is predicated on use of Government property in offerors possession.

[] Offer is predicated on use of Government property in of offerors proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:

Number and Date:

Cognizant Government Agency (including address):

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property f or use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

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(d) To eliminate the competitive advantage resulting from the rent-free use of Government production and research property, an evaluation factor shall be added to each offer that is predicated on the use of the above detailed Government production and research property. For the purpose of calculating such an evaluation factor, the offeror shall compute the hours of use of such property in accordance with the definition of Rental time set forth in FAR 52.245-9 (a) (DEVIATION). The number of hours identified by the offeror is: hours*.

*Attach separate sheet(s) if multiple entries are necessary to capture all property items. Note: The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the number of hours identified above. If the bidder/offeror fails to specify the number of hours in the blank provided, the delivery schedule will be utilized to determine the number of hours (based on 40 hours per week).

(e) The Government shall compute the evaluation factor for the rent-free use of Government-owned production and research property in accordance with the formula contained in FAR 52.245-9 (DEVIATION).

(f) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(g) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in its bid offer if a pro-rata share is applicable for this procurement.

(h) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors:

(1) Evaluation factors applied to prime contractors offers will be the same for both proposed prime contractors and subcontractors use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

Section M Evaluation of Offers

Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials). Based on evaluations, it is the Governments intent to award either one or two competitive, best value, firm fixed price, multiple year contracts. If two contracts are awarded, one contract will be awarded for the 60mm requirements and the second contract will be for the 81mm requirements. When making the decision on the number of awards the Government will consider what is in its best overall interest. In making its determination on the number of awards the Government will primarily consider such factors as offeror capacity, flexibility, affordability and industrial base considerations. The tradeoff analysis performed to determine number of awards is separate from that tradeoff analysis discussed in FAR 15.101-1.

EVALUATION FACTORS. The Government will evaluate each offerors proposal as follows:

Technical Factor

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Management Factor
Price Factor
Past Performance Factor
Small Business Utilization Factor

For evaluation purposes, Technical is significantly more important than Management; which is slightly more important than Price; which is slightly more important than Past Performance; which is significantly more important than Small Business Utilization. Within Technical, the Quality subfactor is equal to Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning. Within Management, the Program Management Plan is significantly more important than the Program IPT Structure. Within the Past Performance factor, the Quality subfactor is slightly more important than On-time Delivery.

All other non-priced factors when combined are significantly more important than price.

Award will be based on the evaluation of each offerors proposal in the following factors:

TECHNICAL FACTOR

Subfactor A Quality System
Subfactor B Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning

Within the Technical Factor, the subfactor Quality System is equal to the subfactor Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning.

Subfactor A - Quality System

The government will evaluate the offerors proposed quality system plan against the following:

- a) The adequacy of the offerors quality system application to meet RFP requirements. The proposal will be evaluated upon how well the offerors (prime and subcontractor) quality assurance general plan meets the requirements of ISO 9001/9002 or an equivalent program acceptable to the Government. The offerors quality presentation for this effort will be evaluated on considerations including, but not limited to, the robustness of the system in determining acceptability of the product, controlling the processes to reduce variation, and to eliminate/prevent nonconformities.
- b) The adequacy of the Acceptance Inspection Equipment (AIE) design, test procedures, calibration procedures, and inspection procedures using the proposed AIE.
- c) The adequacy of selected in-coming inspections, in-process inspections and controls, and final inspections.
- d) The adequacy of required critical inspection processes.
- e) The adequacy of the quality system to identify, manage, segregate, and the disposition of non-conforming materials.
- f) The adequacy of actions taken to prevent nonconforming materials, including critical defects.
- g) The adequacy of the proposed actions to occur when a nonconformance occurs.

Subfactor B - Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning

The government will evaluate the offerors proposed manufacturing approach against the following:

- a) The ability of the overall processes the offeror proposes to produce components which meet product specification requirements.
- b) The adequacy of the individual steps in the process to both the quality of parts being produced and the overall production rate requirement of the mortar ignition cartridges defined in this solicitation.
- c) The adequacy and availability of equipment and facilities to meet the RFP requirements.
- d) The adequacy of the offerors contingency plan to resolve any product lifecycle deficiencies.
- e) The offerors flexibility to changeover from 60mm to 81mm or vice versa should evolving requirements dictate such a change.

MANAGEMENT FACTOR

Subfactor A Program Management Plan
Subfactor B Program Integrated Product Team (IPT) Structure

Within the Management Factor, the Program Management Plan is significantly more important than Program Integrated Product Team Structure.

Subfactor A - Program Management Plan

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The government will evaluate the offerors proposed program management plan for each ignition cartridge against the following:

- a) The adequacy of the Integrated Master Plan to control cost and schedule risk.
- b) The adequacy of resource allocation to individual tasks/milestones to assure that the delivery requirements of the RFP are met.
- c) The synchronization of the offerors Integrated Master Schedule to the offerors Integrated Master Plan.
- d) The offerors representation and understanding of the programs critical path.Subfactor B - Program Integrated Product Team (IPT) Structure

The Government will evaluate the adequacy of the offerors program IPT structure to minimize technical risk.

PRICE FACTOR

(1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

(2) The price will be an evaluation factor; however, it will not be adjectivally scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. Additional weighting shall not be given to price differences between offerors after a determination of fair and reasonable is assigned.

(3) The Government will evaluate offers for award purposes by adding together the total prices proposed for the highest quantity in the Most Probable Quantity Range in each option period specified in Section I to the total price for the basic requirement in order to determine the overall best value to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M of the solicitation. In addition, any other pricing related factors identified in Section M shall be applied as required by their respective provisions.

PAST PERFORMANCE FACTOR

Subfactor A Quality
Subfactor B On-time Delivery

Within the Past Performance factor, the Quality subfactor is slightly more important than On-time Delivery.

Subfactor A - Quality

The Government will evaluate the offerors probability of quality success on these contracts based on its recent and relevant past quality performance, with consideration of the following:

- a) Proof/objective evidence that the offerors quality program identifies adverse trends/deficiencies. Corrective actions in place to correct adverse trends/deficiencies.
- b) Historical number and nature of Request for Waivers (RFW) and Request for Deviations (RFD). Were they caused by the contractors, subcontractors, or partners lack of process control?
- c) The number and nature of Product Quality Deficiency Reports (PQDR) that were caused by the contractor, subcontractor, or partner.
- d) Has the offerors quality system response to PQDRs, unsuccessful First Article Tests (FAT) , Lot Acceptance (LAT) failures, Ballistic Lot Acceptance Test (BLAT) failures, or other product quality problems provided the following:
 - 1) Root cause analysis of deficiency.
 - 2) Corrective action(s) to prevent nonconformance.
 - 3) Corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance.
- e) Has the offeror, any subcontractor or partner had any other quality problems as identified in the PPIMS database?
- f) Has the offeror received any Show Cause Letters?

Subfactor B - On-time Delivery

The Government will evaluate the offerors ability to meet the required delivery schedule based on performance against past and current contracts. The Government will also evaluate the offerors explanations for past schedule slippages.

SMALL BUSINESS UTILIZATION

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A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. Offerors that have no contractual history within three years prior to the initial solicitation closing date, for the same or similar items that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals: Marginal, Adequate, Good, or Excellent.

Rating Criteria

Definitions:

Deficiency - A material failure of a proposal to meet the USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength is an aspect or attribute of an offerors proposal that appreciably enhances the probability of success.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Technical Factor, including the subfactors of A) Quality System and B) Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning will be rated as Poor, Fair, Good, or Excellent based on the following. As part of these ratings a level of risk will also be assessed based on the offerors proposal.

Excellent: The offerors proposal is complete and comprehensive. The technical approach in performing the contract for mortar ignition cartridges has no weaknesses. It is clear that the offeror has a complete, comprehensive understanding of how their quality system must be applied to meet the contract requirements. The offeror has identified and thoroughly described how Acceptance Inspection Equipment will be used throughout the process to assure product quality. The offeror has presented a detailed inspection plan and clearly understands the critical inspection processes. A comprehensive plan for removal of non-conforming material has been presented and related to the specifics of mortar ignition cartridge production. The proposed manufacturing process is more than adequate to produce mortar ignition cartridges at the required rates and the equipment/facilities to be utilized support this process. A comprehensive contingency plan has been presented to address all possible performance issues throughout the product life-cycle. No doubt exists that the offeror(s) will be successful on these contracts. It is completely clear that the offeror(s) are capable of addressing problems, questions, and issues that may arise in the performance of these contracts in an effective and timely manner. The offerors proposal and understanding of the requirements represents a low risk in performance.

Good: The offerors proposal is generally complete and comprehensive. There are very few areas where a complete, comprehensive understanding of the application of the quality system to contract requirements is not evident. There are minor discrepancies as to how Acceptance Inspection Equipment will be used throughout the process to assure product quality. The offeror has presented an adequate inspection plan and a general understanding the critical inspection processes. A plan for removal of non-conforming material has been presented and related to the specifics of mortar ignition cartridge production. The proposed manufacturing process is capable of producing mortar ignition cartridges at the required rates and the equipment/facilities to be utilized support this process. A contingency plan has been presented to address some performance issues throughout the product life-cycle. The overall technical approach is realistic, achievable, and supportable. It is fairly clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors proposal and understanding of the requirements represents a moderately low risk in performance.

Fair: The offerors technical approach meets the minimum requirements for manufacture of a complex energetic component, such as mortar ignition cartridges. The description of how the offerors quality system will be applied to meets the contract requirements is marginal. The use of Acceptance Inspection Equipment to ensure product quality is not adequately described. The offeror has presented a marginal inspection plan and understanding of the critical inspection processes. A plan for removal of non-conforming material has been presented but does not fully address product quality concerns. The proposed manufacturing process may be capable of producing mortar ignition cartridges at the required rates with Government assistance and possible schedule slippage. A marginal contingency plan has been presented to address some performance issues throughout the product life-cycle. The overall technical approach is achievable with Government assistance. Some delays from problem resolution are expected. It is anticipated that reliance on Government resources may be required to assure timely and effective performance. Some lack of understanding of the complex nature of this contract effort raises doubt and represents a moderate risk in performance.

Poor: The offerors technical approach indicates a lack of understanding of contract requirements. The proposed quality system is not

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applied to the production of mortar ignition cartridges. Inspection plans, equipment, and process are not adequate to ensure product quality. The proposed manufacturing process may be capable of producing mortar ignition cartridges at the required rates only with extensive Government assistance and schedule delays. Substantial doubt exists that the offeror will meet the requirements of this contract. The poor technical approach raises significant doubt that the offeror will be successful. Significant doubt exists that the offeror fully understands requirements. The proposal and understanding represents a high risk in performance.

Management Factor, including the subfactors of A) Program Management Plan and B) Program integrated Product Team (IPT) Structure will be rated as Poor, Fair, Good, or Excellent based on the following: (as part of these ratings a level of risk will also be assessed based on the offerors proposal)

Excellent: The offerors proposal is complete and comprehensive. The management approach in performing the contracts for mortar ignition cartridges has no weaknesses. The offeror has presented a complete, comprehensive Integrated Master Plan to control cost and schedule risk. The offerors Integrated Master Schedule clearly illustrates the integration of all tasks and milestones; and each schedule item is specifically addressed in the Integrated Master Plan. The offeror has identified and allocated all necessary resources to specific tasks and milestones. The offeror has presented a complete understanding of the programs critical path and how schedule risk will be mitigated. The offerors Integrated Product Team Structure includes comprehensive roles, responsibilities of key players, as well as efficient communication plans between organizations. No doubt exists that the offeror will be successful on this contract. It is completely clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors proposal and understanding of the requirements represents a low risk in performance.

Good: The offerors proposal is generally complete and comprehensive. There are very few areas where it is not evident how the Integrated Master Plan will be used control cost and schedule risk. The offerors Integrated Master Schedule illustrates the integration of all tasks and milestones; and most schedule items are addressed in the Integrated Master Plan. The offeror has identified and allocated necessary resources to most tasks and milestones. The offeror has presented an adequate understanding of the programs critical path. The offerors Integrated Product Team Structure includes roles, responsibilities of key players, as well as adequate communication plans between organizations. The overall management approach is realistic, achievable, and supportable. It is fairly clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors proposal and understanding of the requirements represents a moderately low risk in performance.

Fair: The offerors management approach meets the minimum requirements for manufacture of a complex energetic component, such as mortar ignition cartridges. The offerors proposal provides a marginal description of how the Integrated Master Plan will be used to control cost and schedule risk. The offerors Integrated Master Schedule does not completely depict the integration of tasks and milestones; and many schedule items are not addressed in the Integrated Master Plan. The offeror has not identified and allocated all of the necessary resources to complete tasks and milestones. The offeror has presented a marginal understanding of the programs critical path. The offerors Integrated Product Team Structure includes roles, responsibilities of some key players, and a marginal description of communication plans between organizations. The overall management approach is achievable with Government assistance. Some delays from problem resolution are expected. It is anticipated that reliance on Government resources may be required to assure timely and effective performance. Some lack of understanding of the complex nature of this contract effort raises doubt and represents a moderate risk in performance.

Poor: The offerors management approach indicates a lack of understanding of contract requirements. The offerors Integrated Master Plan and Integrated Master Schedule are inadequate to control cost and schedule risk. The offerors Integrated Master Schedule does not depict the integration of most tasks and milestones; and has many discrepancies with the Integrated Master Plan. The offeror has not identified or allocated necessary resources to complete most tasks and milestones. The offerors proposal is either missing or has indicated a lack of understanding of the program critical path. The offerors Integrated Product Team Structure is missing roles and responsibilities of some key players, and has an insufficient communication plan. Substantial doubt exists that the offeror will meet the requirements of this contract. The poor management approach raises significant doubt that the offeror will be successful. Significant doubt exists that the offeror fully understands requirements. The proposal and understanding represents a high risk in performance.

Past Performance Factor including the subfactors of A) Quality and B) On-time Delivery will be rated as Poor, Adequate, Excellent or Neutral based on the following.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral however, rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

A) Quality

Poor/High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of

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experiencing many quality-related problems such as PQDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to PQDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Excellent/Low Performance Risk: Virtually no doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as PQDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures will not affect performance risk. There is virtually no doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance

B) On -Time Delivery

Poor/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

Excellent/Low Performance Risk: Based on past performance, essentially no doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history of not meeting required delivery schedule due to its own fault.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance. However, an offerors lack of past performance may be considered during a trade-off analysis.

Small Business Utilization

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

- Small Business (SB)
- Small Disadvantaged Business (SDB)
- Women-Owned Small Business (WOSB)
- Veteran-Owned Small Business (VOSB)
- Service Disabled Veteran-Owned Small Business (SDVOSB)
- Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
- Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.

3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(b) The extent of Small Business participation in terms of value of the total contract.

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(c) Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:

(i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

*** END OF NARRATIVE M 001 ***